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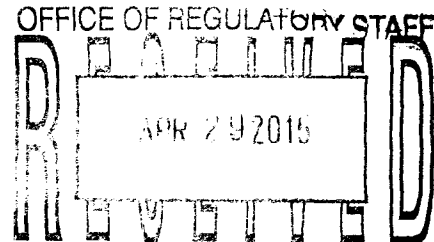
LETTER OF CREDIT NO.

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ISSUING BANK:
FIFTH THIRD BANK

BENEFICIARY:
SC PUBLIC SERVICE COMMISSION
1401 MAIN STREET, SUITE 900
COLUMBIA, SOUTH CAROLINA 29201

APPLICANT:
ACN, INC
1000 PROGRESS PLACE
CONCORD, NORTH CAROLINA 28025



LETTER OF CREDIT NO:
ISSUE DATE: APRIL 28, 2015
EXPIRATION DATE: APRIL 01, 2016
EXPIRATION PLACE: AT OUR COUNTERS
AMOUNT: 18,000.00 USD EIGHTEEN THOUSAND 00/100

WE HEREBY OPEN OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR FOR THE ACCOUNT OF THE ABOVE REFERENCED APPLICANT IN THE AGGREGATE AMOUNT OF \$ 18,000.00 (EIGHTEEN THOUSAND AND 00/100 U.S.D.) WHICH IS AVAILABLE BY PAYMENT UPON PRESENTATION OF THE FOLLOWINGS DOCUMENTS:

1. A DRAFT AT SIGHT DRAWN ON FIFTH THIRD BANK, DULY ENDORSED ON ITS REVERSE SIDE THEREOF BY THE BENEFICIARY, SPECIFICALLY REFERENCING THIS LETTER OF CREDIT NUMBER.
2. THE ORIGINAL LETTER OF CREDIT AND ANY AMENDMENTS ATTACHED THERETO.
3. A DATED STATEMENT ISSUED ON THE LETTERHEAD OF THE BENEFICIARY AND PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE STATING: ACN, INC. HAS APPLIED TO THE SC PUBLIC SERVICE COMMISSION FOR AUTHORITY TO PROVIDE TELECOMMUNICATIONS SERVICES IN THE STATE OF SOUTH CAROLINA AND HAVE FAILED TO SECURE PAYMENT OF ANY MONETARY SANCTION IMPOSED AGAINST ACN, INC., ITS REPRESENTATIVES OR SUCCESSORS IN ANY ENFORCEMENT PROCEEDINGS BROUGHT UNDER S.C. REGULATION 103-607. WE THEREFORE DEMAND PAYMENT IN THE AMOUNT OF (INSERT AMOUNT) AS SAME IS DUE AND OWING.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE

RECEIVED

JUN 09 2015

PSC SC
CLERK'S OFFICE



LETTER OF CREDIT NO.

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DEEMED AUTOMATICALLY EXTENDED WITHOUT WRITTEN AMENDMENT FOR ONE YEAR PERIODS FROM THE PRESENT OR ANY FUTURE EXPIRY DATE UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO SUCH EXPIRATION DATE, WE SEND THE BENEFICIARY NOTICE AT THE ABOVE STATED ADDRESS BY OVERNIGHT COURIER THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT BEYOND THE INITIAL OR ANY EXTENDED EXPIRY DATE HEREOF.

THIS IRREVOCABLE LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING. THIS UNDERTAKING IS INDEPENDENT OF AND SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, AMPLIFIED, OR INCORPORATED BY REFERENCE TO ANY DOCUMENT, CONTRACT, OR AGREEMENT REFERENCED HEREIN.

WE HEREBY AGREE WITH YOU THAT DRAFT(S) DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS CREDIT SHALL BE DULY HONORED IF PRESENTED TOGETHER WITH DOCUMENT(S) AS SPECIFIED ABOVE AT OUR OFFICE LOCATED AT FIFTH THIRD BANK, TRADE SERVICES OPERATIONS, 5050 KINGSLEY DR, MD 1MOCBR, CINCINNATI, OH 45263 ON OR BEFORE THE ABOVE STATED EXPIRY DATE, OR ANY EXTENDED EXPIRY DATE IF APPLICABLE.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 (''ISP98'').



JENNIFER NOE
OFFICER



ALFINA FURSENKO
TRADE SERVICES PROFESSIONAL